

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

NEIL WALLACE,)
) C.A. No. K09C-02-030 JTV
Plaintiff,)
)
v.)
)
GECKOSYSTEMS INTERNA-)
TIONAL CORPORATION and)
R. MARTIN SPENCER,)
)
Defendants.)

Submitted: July 24, 2014
Decided: September 29, 2014

Neil Wallace, *Pro Se*.

Donald L. Gouge, Jr., Esq., Wilmington, Delaware. Attorney for Defendants.

Upon Consideration of
Defendants' Motion for
Rule to Show Cause
DENIED

VAUGHN, President Judge

ORDER

Upon consideration of the defendants' Motion for Rule to Show Cause, the plaintiff's opposition, and the record of the case, it appears that:

1. The defendants, Geckosystems International Corp. and R. Martin Smith ("defendants"), and the plaintiff, Neil Wallace ("Wallace"), agreed to a confidentiality stipulation and protective order ("Confidentiality Agreement") which was signed by this Court on February 4, 2014. The Confidentiality Agreement prohibits disclosure and use of "confidential information or documents" except for express permissible disclosures.¹

2. On March 5, 2014, the defendants filed a Motion for a Rule to Show Cause in relation to Wallace's alleged breach of the Confidentiality Agreement. The defendants claim that Wallace began disseminating confidential information on Yahoo!Finance. Wallace counters that the defendants failed to submit any evidence that he was the author of the Yahoo!Finance messages or that information disclosed in those messages or the motion to compel disclosed any confidential information or constituted a confidential document.

3. When evaluating a rule to show cause, the applicant carries the burden of proof, "the responsibility to show by the appropriate legal standard that a violation

¹ Confidential information is defined as: "information contained in confidential documents and testimony, respectively." Confidentiality Agreement 1(C). Confidential documents is defined as: "any document that the producing party or a party to this action believes in good faith to contain confidential information and which bears the legend, or is otherwise designated. 'CONFIDENTIAL.' Among other things, all credit and/or financial records and/or business plans of the defendant shall be deemed 'Confidential.'" Confidentiality Agreement 1(B).

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of the court order has occurred.”²

4. I conclude that the defendants have failed to carry their burden of demonstrating that Wallace has violated the court-ordered Confidentiality Agreement. The defendants did not demonstrate that Wallace disclosed or published any confidential information or confidential documents that would require sanctions or other remedies.

5. Therefore, the defendants’ Motion for Rule to Show Cause is ***denied***.

IT IS SO ORDERED.

/s/ James T. Vaughn, Jr.

oc: Prothonotary
cc: Order Distribution
File

² *State ex rel. Oberly v. Atlas Sanitation Co., Inc.*, 1988 WL 88494, at *2 (Del. Ch. Aug. 17, 1988).